

CITY OF GALLUP

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

Re-Solicitation for Fixed Base Operator for Gallup Municipal Airport

RFP NO. 2013/2014/01/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

Thursday, October 31, 2013

TIME: 2:00 PM (LOCAL)

**PREPARED BY: RONALD M. CAVIGGIA
PURCHASING AGENT**

ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. 2013/2014/01/P

Public notice is hereby given that the City of Gallup, New Mexico, is accepting proposals for:

Re-Solicitation for Fixed Base Operator for Gallup Municipal Airport

As more particularly set out in the RFP documents , copies of which may be obtained from the City of Gallup Purchasing Department, 110 W. Aztec Ave., Gallup, New Mexico 87301; or contact Ronald Caviggia, Purchasing Director at (505) 863-1235. Copies are available for viewing or can be downloaded from: www.gallupnm.gov/bids

Sealed proposals for such will be received at the Office of the Purchasing Department until **2:00 P.M. (LOCAL TIME) on Thursday, October 31, 2013**, when proposals will be received in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked with the RFP Number. **NO FAXED OR ELECTRONICALLY TRANSMITTED PROPOSALS** will be accepted, and proposals submitted after the specified date and time will not be considered and will be returned unopened.

Dated the 21st of September , 2013

By: /S/ Jackie McKinney, Mayor

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ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

RFP No. 2013/2014/01/P

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of twenty-six (26) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office no later than 5:00 P.M. local time on **Friday, October 4, 2013**. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Request for Proposal.

FIRM **DOES** **DOES NOT** (Circle one) intend to respond to this Request for Proposal.

Return this form to: City of Gallup Purchasing Department
Ronald M. Caviggia
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1235
(505) 722-5133 Fax

Please return this form by Friday, October 4, 2013

City of Gallup

RFP No. 2013/2014/01/P

GENERAL CONDITIONS

The City of Gallup is inviting proposals for: **Re-Solicitation for Fixed Base Operator for Gallup Municipal Airport**

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec ; Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), until **Thursday, October 31, 2013** until 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

City of Gallup Municipal Building
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

Mailing: Offerors to utilize the City's self-addressed label on their return mailing envelope or package or note proposal number on exterior of envelope. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note proposal number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the proposal is misplaced or lost.

MODIFICATIONS OR WITHDRAWAL: Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office.

COPIES: Please return Six (6) copies of each proposal- one (1) original and Five (5) copies.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

UNIT PRICES: Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

SAFETY: The City of Gallup shall contract with companies or firms whose operators and equipment meet OSHA standards in their field of expertise.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. Offerors are cautioned that any oral or written representations made by any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

BRAND NAMES: Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the city unless the specifications state that no substitutions or equivalents are allowed. If the bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

CONFIDENTIALITY: This proposal shall be open to public inspection after award of a contract except to the extent Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

DISCUSSIONS: Discussions may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable
or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offerors's proposal.

2. Obtaining best and final offers

3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

TAXES: The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City of Gallup is non-taxable on tangible goods.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this agreement shall terminate upon written notice being given by the city to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

MANDATORY REQUIREMENTS: The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms must, shall, will, is required or are required.**

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

CONTRACT TERMS AND CONDITIONS: Contract terms and conditions will be the subject of negotiation and will be discussed only between the City and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for sixty (60) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

PREFERENCES: A preference of the total points used in evaluating the Request for Proposal shall be awarded to a City of Gallup Resident Business in accordance with the City of Gallup Resident Business Ordinance.

A preference of the total points used in evaluating the Request for Proposal shall be awarded to a business that has registered with the State of New Mexico Department of Taxation and Revenue as a resident New Mexico business or Resident New Mexico Veteran's business, and in any case shall be applied in accordance with the provisions of New Mexico Statute 13-1-21 and 13-1-22 NMSA 1978.

The City of Gallup Resident Business preference, State of New Mexico Resident Business Preference, or State of New Mexico Resident Veteran's Business will be factored into the Request for Proposal scores where applicable. However, the preferences are not cumulative and no offeror will receive more than one of the applicable preferences.

For information on State of New Mexico resident business or veteran's resident business bidder's certification call 505-827-0951 or to download applications, go to: www.tax.newmexico.gov, select "Forms and Publications" and click on "Recently Updated". **You must submit a copy of your NM Resident Business or Resident Veteran's Business Certificate with your proposal in order to qualify for the New Mexico Residence preference.**

PROTESTS: Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico State Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

AWARD: The award shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the request for proposals.

THE CITY RESERVES THE RIGHT TO CANCEL THE RFP, OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF GALLUP.

I. SUPPLEMENTAL TERMS AND CONDITIONS

BUSINESS LICENSE: Offeror's are advised that they must have or obtain a current City of Gallup business license for the goods or services required under this contract before work commences or a Purchase Order issued.

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement, including issuance of amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

DEBARRED OR SUSPENDED CONTRACTORS: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

CONTACT: If clarification is needed on any aspect of this proposal, submit the questions in writing to: Joann M. Schmaltz; City of Gallup Facility Management; P.O. Box 1270 (87305); 110 W. Aztec; Gallup, NM 87301; (505) 726-2616; (505) 726-7516 (fax); jschmaltz@ci.gallup.nm.us **who shall be the sole point of contact for this RFP.**

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a) The RFP number b) Proponent name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. Questions must be submitted no later than Eight (8) days prior to the date set for opening of proposals. Questions submitted after October 21, 2013 may not be addressed.

In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.

ACCESS TO FACILITIES: Offeror's, on their own, may visit the proposed site. City staff will not be available for site tours. Offerors shall have no claim against the City for failure to obtain sufficient access to the site or for problems in subsequent operations caused by inadequate site data which the Offeror could have

remedied through the exercise of due diligence.

CONFLICT OF INTEREST: Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Offeror must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the bidder.

ACKNOWLEDGEMENT OF RECEIPT: Return Acknowledgement of Receipt form no later than October 4, 2013. Only potential offerors who return this form will receive copies of amendments and correspondence.

APPLICABLE LAW: This Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

NOTICE TO BIDDERS

As of October 5, 2011 applications for Resident New Mexico in-state bidders will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Business Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Business Certificate with each proposal in order to be considered for the in-state preference.

As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Business preference a copy of the Certificate must be included with each proposal as per Sections 13-1-22 (A) NMSA 1978.

For additional information please call 505-827-0951, or to download applications log on at:
WWW.TAX.NEWMEXICO.GOV , select "Forms and Publications" and click on "Recently updated".

II. SPECIAL CONDITIONS

TERM

The term of this Agreement shall be from Date of Award and continuing for eight (8) years

TERMINATION FOR CAUSE:

If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

TERMINATION FOR CONVENIENCE:

Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the CONTRACTOR at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

CANCELLATION FOR CAUSE

If the Contractor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or if the Contractor violates any of the terms of this contract, the City shall have the right to cancel the contract by giving written notice of cancellation to the Vendor.

INSURANCE

Contractor shall, upon award, provide a Certificates of Insurance as stated in the Scope of Work. Certificates shall be furnished prior to any work commencing.

ASSIGNMENT

Neither the contract, nor any claim thereunder shall be assigned nor transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Director. No such consent shall relieve the Contractor from its obligations and liabilities under this Agreement.

The City reserves the right to accept services by others in the event an unusual need arises.

VARIATION IN SCOPE OF WORK

Increases or decreases in the Scope of Work can be made upon request by the City.

LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, Municipal Ordinances and Rules and Regulations of all authorities having jurisdiction over said item shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

III. SCOPE OF WORK

The City of Gallup, New Mexico is soliciting Proposals for the right and privilege of doing business within the Gallup Municipal Airport terminal building as Fixed Base Operator (FBO). A contract will be negotiated with the highest ranked offeror.

Below, under “A” are required minimum services, and under “B” are additional desired services which would be for almost total operation of the airport. The City of Gallup would like responses to this RFP to address both “A” and “B”.

A. Services to be offered by FBO:

1. Hours of operation are expected to be a minimum for fifteen (15) hours per day, seven (7) days per week, with the exception of up to five (5) holidays where FBO would need to be available on-call for emergency situations;

2. Contractor to provide fuel for aircrafts, both 100 LL and Jet A50;

3. Contractor to provide aircraft tie-down services on the airfield apron;

4. Contractor to provide aircraft maintenance;

5. Contractor may propose additional services that may be offered as a snack bar, ways to increase itinerant aircraft traffic, or proposed improvements to facilities.

B. Additional desired services of FBO:

The intent of this part of the RFP is for the solicitation for the Contractor (FBO) to operate and maintain the airport grounds and facilities; as if, there were the property of the Contractor. The duties and responsibilities contained herein are a representative list of desired duties and are not considered to be complete.

Duties and Responsibilities of Contractor consist of:

1. Operation, maintenance, and upkeep including janitorial services of the airport facilities. This includes but is not limited to the terminal building, runway, taxiway, lighting, grounds, parking lots and City hangers;

2. Daily duties include checking runway lights PAPI lights; removal of trash and debris from the airport property; maintaining runway, taxiway, and ramp free from any foreign object debris that may damage aircraft;

a. Contractor must maintain a daily log of all airfield inspections.

3. Contractor is to be responsible for basic airfield security; maintaining integrity of the airfield perimeter fencing; and ensuring that the appropriate persons enter the flight line, ramp area, and airfield;

4. Seasonal duties include snow removal of runway, taxiway and ramp; snow and ice removal of pedestrian walkways; maintaining grass and weeds to a height between two and three inches (2-3"); providing vector control for mosquitos and other insects;

5. Contractor is responsible for prairie dog control and eradication in conjunction with the City;
6. Contractor is to be responsible for checking the parking areas for abandoned cars;
7. Contractor is to be responsible for minor interior and exterior building maintenance;
8. Contractor is to be responsible for all required FAA and NMDOT reporting such as based aircraft inventory; aircraft enplanements takeoffs and landings; military touch and go's; NOTAMS; wildlife strikes; daily airfield inspections; aircraft accidents; etc.

C. City (Owner) to provide the following Equipment:

1. Mechanical sweeper
2. Snowplow
3. Tractor with attachments

D. Special Conditions

1. Offerors are made aware that the aircraft fuel tanks currently located at the Airport are the property of the current contractor. Offerors will need to make their own arrangements regarding use of these tanks.
2. Offerors are made aware that the fuel trucks currently in use at the airport are the property of the current contractor. Offerors will need to make their own arrangements regarding use of these or any trucks.

E. Mandatory Qualifications

1. A minimum of five (5) years prior experience as an FBO business or an aviation commercial enterprise, or substantial equivalent.

IV. Insurance Requirements:

Contractor shall obtain and maintain throughout the life of this contract the following insurance, at contractor's expense. Contractor shall provide insurance of the following types and in the amounts stated prior to commencing operations. The City shall be named as additional insured on all policies.

1. Worker's Compensation: The successful bidder, referred to as the Contractor shall maintain as his expense during the life of the contract, adequate Workman's Compensation Insurance with agencies licensed to do business in the state of New Mexico, for all employees on the work. In the case any work or portions of work are sublet the Contractor will insure and require the subcontractor similarly provide Workman's Compensation Insurance for his employees, unless such employees are covered under the Contractor's coverage. The Contractor, if requested, will provide proof of such coverage, including an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days notice thereof first being given to the City.

2. Other required coverage: The successful bidder, referred to as the Contractor shall maintain at his expense during the life of the contract, such Public Liability and Property Damage Insurance as shall protect him the City and any subcontractor(s) performing work covered by the Contract, for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, whether such work be performed by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

3. Coverage Required: The kinds and amounts of insurance required are as follows:

a. Commercial General Liability Insurance: A Commercial General Liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Vehicle & Automotive
\$1,000,000	Policy Aggregate
\$1,000,000	Products liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said Policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this contract (agreement).

b. Automobile Liability Insurance: A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and any and all other equipment owned and non-owned, both on and off the work.

c. Worker's Compensation Insurance: Worker's Compensation Insurance policy for the Contractor's employees, in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico.

d. Increased Limits: During the life of the Contract (agreement) the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

V. RESPONSE FORMAT AND ORGANIZATION

a. Number of Responses/Copies

Offerors shall provide one (1) original and five (5) identical copies of their proposal.

b. Proposal Format

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of **twenty-five (25)** numbered

pages (printed sheet faces) of text no smaller than 10 point, and/or graphics except for material excluded from the page count. If there is any question as to format requirements contact the Purchasing Department for clarification, prior to submittal of the proposal.

Material **excluded** from the **twenty-five (25) page** maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Tables of Contents page (two page maximum)
- Letter of Transmittal
- Resumes
- Certificate(s) of insurance
- Campaign Contribution Disclosure Form
- Acknowledge Receipt of Amendment forms
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- Current I.R.S. W-9 Form
- Resident Veterans Preference Certification Form (if applicable)
- Cost Proposal

1. Proposal Organization – All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. **A separately tabbed Appendix** shall be included at the end of offeror's proposal that contains the following: **1)** Letter of Transmittal; **2)** Campaign Disclosure Form; **3)** Acknowledgement of Receipt of Amendment forms (if any); **4)** Current insurance certificates should be included, if available; **5)** Copy of New Mexico Resident Bidder or Resident Veterans Certificate **6)** City of Gallup Business license (if available). City Business license will be required prior to commencing operations **7)** Resident Veterans Preference Certification if applicable **8)** Current I.R.S. W-9 form .

A. Submit a Table of Contents with Responses to the following and organized in the same order as follows:

- 1) Offerors should submit a narrative containing a brief history of company, type of organization and organizational structure. Identify principals of and the contact person for the organization
- 2) Related Experience of the firm in the type of services requested with current or previous entities. Provide up to three references and the contact information for the references. Previous municipal airport experience is desirable.
- 3) Response to scope of work, and ability to provide requested services (Section III A thru E). Provide Proposed Management and Operational Plan for the Airport, and any proposed service enhancements.
- 4) Resumes for each key staff member including background, current and past relevant experience, education, and certifications
- 5) Cost Proposal (Exhibit A)
- 6) Response to Mandatory Qualifications (Section III, paragraph E).

B. A separately tabbed Appendix shall be included at the end of offeror's proposal consisting of:

1. Letter of Transmittal – Each proposal must be accompanied by a Transmittal letter. The Transmittal letter shall identify the Offerors as follows:
 - a. Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;

- b. Be signed by a person authorized to contractually obligate the Offeror that explicitly indicates substantial acceptance of the Agreement Between Owner and Contractor and compliance with all codes, regulations, facilities, City standards and requirements and laws that shall apply to this project.
- 2. Campaign Contribution Disclosure Form – A form is included with this RFP. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.
- 3. Acknowledgement of Receipt of Amendment forms (if any issued)
- 4. Copy of current insurance certificate indicating coverages in the amount indicated in the proposal should be submitted if available. Insurance will be required prior to award, but not to submit a proposal.
- 5. Copy of New Mexico Resident Bidder or Resident Veterans Certificate – Offeror **MUST** include a copy of their New Mexico Resident Business or New Mexico Resident Veteran Business Certificate for purposes of receiving the New Mexico Resident Business or New Mexico Resident Veteran Business Preference, if applicable.
- 6. Resident Veterans Preference Certification form, if applicable.
- 7. Current I.R.S. W-9 Form
- 8. City of Gallup Business License if available. A business license will be required prior to award but is not necessary to submit a proposal

VI. PROPOSAL EVALUATION AND CRITERIA

Evaluation:

Offerors submitting proposals may be afforded the opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

Shortlisting - A maximum total of 100 points are possible (105 points with application of City of Gallup or State of New Mexico Resident Business preference, and up to 110 points with Application of the State of New Mexico Resident Veterans Business Preference) in scoring each proposal. The Selection Committee will evaluate the proposals and may develop a shortlist of the top ranked respondents. The evaluation criteria to be used by the Selection Committee and the corresponding point values for each criteria are listed below.

Scoring - Utilizing the materials provided by the Purchasing Section, and the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Procurement Manager.

At the committee meeting, the Procurement Manager will poll members of the committee to provide any comments relative to the proposals that influenced their scores, and whether to seek clarification from Offerors.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Procurement Manager who will compile and total all scores. Scoring make take place over several rounds. Based upon the results of scoring, the committee will determine whether interviews will be conducted, whether to solicit Best and Final Offers from the top respondents, or both. Interviews will be conducted if a majority of the members present at the meeting determine whether interviews are in the best interest of the City.

Should the committee elect to conduct interviews, the top respondents may be interviewed. The Purchasing staff will coordinate the interviews with each interviewee as to the time, date and place the committee will conduct interviews and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated. The City is under no obligation to conduct interviews with any Offeror.

Only the final combined committee score for each firm shall be available for public inspection after award of the contract. Individual committee members score sheets and rankings shall be confidential.

Evaluation Criteria: The proposal will be evaluated based on the following criteria:

Response to Mandatory Requirements: Pass/Fail only.

The City reserves the right to contact any references whether listed or not; or make any investigation as deemed necessary.

Factor	Points Available
A Mandatory Submittals	
A(1) Letter of Transmittal	Pass/Fail
A(2) Campaign Contribution Disclosure Form	Pass/Fail
B Technical Specifications	
B(1) Firm History and Experience	25
B(2) Scope of Services and Management Plan	30
B(3) Personnel Qualifications	25
B(4) Quality and Completeness of Response	5
B(5) Cost Proposal	15
B(6) Minimum (5) years experience as FBO or aviation commercial enterprise, or substantial equivalent.	Pass/Fail
B(6) Oral Presentations (If Held)	15

SUB TOTAL	115 points
Resident Preference	10 points possible
TOTAL	125 points

APPLICATION OF STATE OF NEW MEXICO RESIDENT BUSINESS OR RESIDENT VETERANS BUSINESS PREFERENCE:

1. Pursuant to Section 13-1-21(C) (2), NMSA 1978. When a public body makes a purchase using a formal request for proposals process.
 - i. If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of (5) five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A resident Veteran's business may be awarded up to a (10) ten percent preference of the total possible points.
 - ii. The City's RFP award process is based on a point system with 100 points possible. With the in-state preference applied, 105 points will be possible; with the resident Veteran's preference applied a maximum of 110 points are possible.
2. Pursuant to Section 13-1-21 (D), NMSA 1978. When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection B or C of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

Offeror will complete the following table if submitting a joint proposal:

Firm Name, Location Of Resident Business	Work to be Performed	% of Work Performed Compared to Total Contract Cost
Firm Name, Location Of Non-Resident Businesses	Work to be Performed	% of Work Performed Compared to Total Contract Cost

Points shall be distributed by the percent of work identified above calculated as follows:

Example: 35% of work will be performed by the certified resident business: 35% of 5 points = 1.75 points.

Best and Final Offers From Finalists

Shortlist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and Final offers may include an opportunity to revise prices or clarify their proposal.

VII. Oral Presentation Agenda

If oral presentations are determined to be necessary, a 60 minute time allotment will be available for each presenting firm – 40 minutes for the presentation and up to twenty minutes for a question and answer period. Offeror's should be prepared to speak to the following issues during the course of their presentation:

Key Personnel and Roles - Evaluation shall be based on personnel qualifications and professional skills of key individuals.

Pertinent Experience of the Firm - Evaluation shall be based on related projects presented as previous work of the firm.

Grasp of Project Requirements - Evaluation shall be based on firm's approach, analysis and understanding of services required.

At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.

VIII. Proposed Schedule

It is the intent of the City to adhere to the following schedule. However, the City reserves the right to adjust or modify the schedule.

Activity	Date
Issue RFP	September 21, 2013
Deadline to Submit Questions	October 21, 2013
Proposal Due Date	October 31. 2013
Presentations (if required)	TBD
Recommendation for Award	TBD

Exhibit A

COST PROPOSAL

The consideration to be paid by the Operator to Owner for the rights and privileges herein conferred, and as rental, shall be as follows:

- (a) Operator shall pay a fuel flowage charge 100LL or Jet A50 fuel as follows:
- i) from the inception of this lease through December 31, 2015 ____ cents (¢) per gallon of fuel sold.
 - ii) from January 1, 2016 through December 31, 2018 ____ cents (¢) per gallon of fuel sold.
 - iii) from January 1, 2018 through the end of the term of this agreement or any extensions thereof, ____ cents (¢) per gallon of fuel sold.
- (b) The operator shall pay ____ **percent** (%) of gross sales, whichever is greater, on any other items sold in the conduct of operator's FBO business on the premises through February 28, 2017. Operator shall pay ____ (%) **percent** of gross sales on any other items sold from March 1, 2017 through the end of the term of the agreement or any extensions thereof.
- (c) Operator shall pay the Owner \$_____ per square foot for up to 3,840 square feet office space per year and Operator shall pay Owner \$_____ per square foot per year for a 12,000 square foot of maintenance hangar. All payments shall be made on a monthly basis, and shall be due on the 1st of each month and shall be paid by the 10th of each month. The terminal building has a large area of square footage and operator can choose not to take all 3,840 square feet available.

Resident Veterans Preference Certification

(This Form Must be submitted with your proposal if you are certified as a New Mexico Resident Veterans business)

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22, NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

Date

*Must be an authorized signatory for the Business

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

LETTER OF TRANSMITTAL

The undersigned certifies that they have read and understand the above General Conditions and Proposal documents and that they accept these conditions and submit the attached proposal in full compliance with these conditions and the applicable proposal specifications. I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the City adequate time to evaluate the qualifications submitted.

In submitting this proposal, the offeror represents that the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of this proposal, and further that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The offeror will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the goods or services of the project.

NAME OF FIRM THAT WILL CONTRACT WITH THE CITY

TYPE OF BUSINESS ENTITY (Corporation, Partnership, LLC, etc)

AUTHORIZED SIGNATURE

NAME PRINTED OR TYPED

TITLE

DATE:_____

ADDRESS:_____

CITY, STATE, ZIP CODE:_____

TELEPHONE:_____ FAX:_____

EMAIL: _____

RETURN THIS FORM WITH YOUR PROPOSAL

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the City of Gallup or the State of New Mexico during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

NAME(S) OF APPLICABLE PUBLIC OFFICIAL(S): Mayor Jackie McKinney; Councilors Cecil Garcia, Linda Garcia, Allan Landavazo, Yogash Kumar.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

AIRCRAFT ENPLANEMENTS
PW/GALLUP MUNICIPAL AIRPORT

CY Quarter	Air Taxi	GA Local	GA Intra	Military	Total
2010 - 1st	473	19	245	11	748
2010 - 2nd	427	33	233	10	703
2010 - 3rd	310	30	186	31	557
2010 - 4th	232	14	108	6	360
2011 - 1st	342	18	170	8	538
2011 - 2nd	489	55	430	6	980
2011 - 3rd	333	24	393	4	754
2011 - 4th	580	26	217	3	826
2012 - 1st	767	56	265	16	1104
2012 - 2nd	980	89	492	11	1572
2012 - 3rd	968	89	373	27	1457
2012 - 4th	567	36	231	52	886
2013-1st	581	39	223	20	863
2013-2nd	518	54	293	14	879
GA	General Aviation				
Intra	Fly Through (Non-Local)				